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LAW OFFICES OF  
WILLIAM J. FRANKLIN,  
CHARTERED

JUL 25 1994

1919 PENNSYLVANIA AVENUE, N.W.  
SUITE 300  
WASHINGTON, D.C. 20006-3404

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY  
TELECOPIER (202) 452-8757  
AND (202) 223-6739

July 25, 1994

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M Street, N.W., Room 222  
Washington, D.C. 20554

Via Messenger

Re: **GEN Docket No. 90-314**  
Amendment of Commission's Rules to  
Establish New Personal Communications Services

Dear Mr. Caton:

Submitted herewith on behalf of the Association of Independent Designated Entities ("AIDE") are an original plus eleven copies of its Petition for Reconsideration in the above-referenced docket.

Please contact my office directly with any questions or comments concerning the attached.

Respectfully submitted,



William J. Franklin  
Attorney for the Association  
of Independent Designated  
Entities

Encs.

cc: Association of Independent  
Designated Entities  
Service List

No. of Copies rec'd 0+11  
List ABCDE

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

RECEIVED

JUL 25 1994

In re )  
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Amendment of the Commission's )  
Rules to Establish New Personal )  
Communications Services )  
 )

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

GEN Docket No. 90-314

To: The Commission

**PETITION FOR RECONSIDERATION**

The Association of Independent Designated Entities ("AIDE"), by its attorney and pursuant to Section 1.429 of the Commission's Rules, hereby seeks reconsideration of the Memorandum Opinion and Order.<sup>1/</sup> AIDE has previously participated in this proceeding, and its qualifications are a matter of public record.<sup>2/</sup> The purpose of this Petition is to request that the Commission expand upon the rationale under which it adopted the Rand-McNally BTA/MTA Map as the basis for PCS licensing. See MO&O, ¶24 & nn. 23-24.

As the Commission notes, certain parties, among them the Personal Communications Industry Association (formerly Telo-cator), challenged the Commission's decision to use the Rand McNally definitions of Major Trading Areas and Basic Trading Areas as the basic for PCS regulation. Those parties feared the

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<sup>1/</sup> Personal Communications Services, 9 FCC Rcd \_\_\_\_ (FCC 94-144, released June 13, 1994) (GEN Dkt. No. 90-314) (Memorandum Opinion and Order). A summary of the MO&O was published in the Federal Register on June 25, 1994.

<sup>2/</sup> See Declaration of David Meredith Under Penalty of Perjury, Attachment A hereto.

Rand McNally's proprietary claim to the MTA/BTA definitions would stifle the development of PCS. AIDE's Opposition to Petitions for Reconsideration (at 9-15) and those of other parties supported the Telocator position.<sup>3/</sup>

Perhaps as a result of this dispute, Telocator and Rand McNally subsequently entered into a License Agreement providing for a blanket license for communications industry participants to use Rand McNally's MTA/BTA definitions for PCS and other licensing purposes in return for a one-time payment from Telocator.<sup>4/</sup>

AIDE, however, was concerned that the scope of the License Agreement was sufficiently ambiguous that its utility was greatly limited, e.g., that the concerns presented in the various Petitions and other pleadings remained viable. To eliminate these concerns, AIDE wrote Rand McNally, requesting certain clarifications of the License Agreement.<sup>5/</sup> In a letter from its Assistant General Counsel, Rand McNally adopted the clarifications requested by AIDE.<sup>5/</sup>

AIDE is filing this Petition to place the documents attached hereto as Attachments B, C, and D in the record, and to request that the Commission expand the rationale upon which it adopted

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<sup>3/</sup> Opposition and Comments of Pacific Bell and Nevada Bell to Petitions for Reconsideration at 6-8; Comments on Petitions for Reconsideration of Utilities Telecommunications Council at 19-21; Comments of Telocator at 9-10.

<sup>4/</sup> A copy of this License Agreement is Attachment B hereto.

<sup>5/</sup> A copy of this Letter is Attachment C hereto.

<sup>5/</sup> A copy of this Letter is Attachment D hereto.

the Rand McNally MTA/BTA definitions for PCS explicitly to include Rand McNally's subsequent clarification of the License Agreement.

The public interest clearly will be served if all interested members of the communications industry know that they may lawfully make any legitimate use of the BTA/MTA definitions within the scope of the PCIA/Rand McNally License Agreement. This freedom to reference the BTA/MTA definitions will assist in the development of the PCS industry by facilitating the efficient interchange of information.

Respectfully Submitted,

**ASSOCIATION OF INDEPENDENT  
DESIGNATED ENTITIES**

By:   
William J. Franklin  
Its Attorney

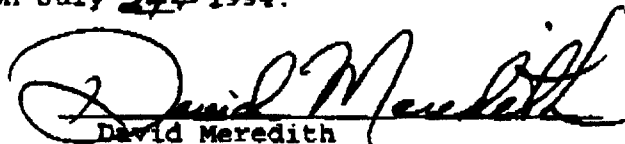
WILLIAM J. FRANKLIN, CHARTERED  
1919 Pennsylvania Avenue, N.W.  
Suite 300  
Washington, D.C. 20006-3404  
(202) 736-2233  
Telecopy (202) 452-8757

**DECLARATION OF DAVID MEREDITH  
UNDER PENALTY OF PERJURY**

I, David Meredith, do hereby state and depose as follows:

1. I am a member of the Association of Independent Designated Entities ("AIDE"). AIDE is an unincorporated association, with membership limited to persons and entities likely to be classified as "Designated Entities" under Section 309(j) of the Communications Act. AIDE was formed for the purpose of representing the interests of designated entities before the Commission.
2. Various AIDE members have extensive legal, technical, financial, and communications backgrounds. Many have owned or managed small businesses, and understand the special needs and problems of small and start-up businesses. The women and minority AIDE members also know the unique burdens which they bear.
3. I am self-employed, and hold numerous communications interests in Specialized Mobile Radio systems, both in my own name and as a part owner of various Commission licensees. I believe that I and my communications companies qualify as a small-business "Designated Entities" under Section 309(j) and the Commission's Rules.
4. By myself or with others, I intend to participate in the Commission's auction process for narrowband and broadband PCS, and possibly other services as well. My decision to apply for any specific license will depend on a number of factors, including what licenses are available, the applicable Commission rules for their assignment, and the economic environment in which the licensed service will operate.
5. I wish to have AIDE represent my interests before the Commission in assuring that the PCS rules are consistent with the interests of designated entities and otherwise serve the public interest. I believe that my interests are consistent with those of other AIDE members, and that they also wish AIDE to represent their interests. For that reason, AIDE is seeking reconsideration of the Commission's Memorandum Opinion and Order (FCC 94-144, released June 13, 1994) in the Commission's Personal Communications Service proceeding (Gen Docket No. 90-314).

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 24<sup>th</sup> 1994.

  
David Meredith

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT made as of the 10th day of February, 1994, by and between Rand McNally & Company, 8255 North Central Park, Skokie, Illinois 60076 ("RMC") and Telocator, doing business as "The Personal Communications Industry Association," 1019 19th Street, N.W., Suite 1100, Washington, D.C. 20036 ("PCIA").

**1. DEFINITIONS**

- a. "Agreement" shall mean this License Agreement.
- b. "Licensed Material" shall mean the BTA/MTA listings contained in Attachment I hereto and the BTA/MTA Map.
- c. "BTA/MTA Map" shall mean the map contained on pages 38-39 of the 1992 version of RMC's Commercial Atlas & Marketing Guide, which graphically depicts the BTA/MTA listings contained in Attachment I hereto.
- d. "License" shall mean the license granted under Section 2 hereof.

**2. LICENSE**

- a. Subject to the terms and conditions of this Agreement, including without limitation Section 4 hereof, RMC irrevocably grants to PCIA, and all other interested persons (collectively referred to as "Licensees") a nonexclusive license to reproduce, create derivative works from, publicly distribute and publicly display the Licensed Material and derivative works created

therefrom, provided however that such rights may be exercised solely for the purposes set forth in Attachment II hereto.

b. As a condition of the License, Licensees shall include:

(i) on any reproduction of all or any substantial portion of the Licensed Material the following legend:

Copyright © 1992 Rand McNally & Company. Rights granted pursuant to a license from Rand McNally & Company (through an arrangement with the Personal Communications Industry Association) to all interested parties for use solely in connection with the licensing, building, marketing and operation of personal communications services, certain specialized mobile radio services and local multipoint distribution services.

(ii) on any reproduction of all or any substantial portion of any derivative work based on the BTA/MTA listings or the BTA/MTA Map (including but not limited to any official Commission version of geographic boundaries based on such listings), the following legend:

Based on Material Copyrighted © 1992 by Rand McNally & Company. Rights granted pursuant to a license from Rand McNally & Company (through an arrangement with the Personal Communications Industry Association) to all interested parties for use solely in connection with the licensing, building, marketing and operation of personal communications services, certain specialized mobile radio services and local multipoint distribution services.

For purposes of this subparagraph 2(b), a reference to twenty-five (25) or less of the BTA/MTA listings in the Licensed Material shall

not constitute a "substantial portion" of the Licensed Material or of any derivative work based thereon.

c. Subject to the rights granted the Licensees hereunder, the Licensed Material and all copyright and other proprietary rights therein are and remain the property of RMC.

### 3. PAYMENT TO RMC

a. As consideration for the License granted herein, but subject to the terms of Section 4(c) hereof, PCIA, on its own behalf and on behalf of all other Licensees, shall make a one-time payment to RMC in the amount of \$250,000.

b. Payment shall be made in U.S. funds by wire transfer or in the form of a certified bank check payable to Rand McNally & Company which shall be transferred or delivered to RMC within 10 business days after the execution of this Agreement.

### 4. TERM AND TERMINATION

a. The License granted hereunder shall extend for the entire term of copyright in the Licensed Material, subject to earlier termination as provided herein.

b. RMC may terminate the License as against any particular Licensee for a material breach by such Licensee of the terms of the License described herein, if such breach is not cured within 30 days after such Licensee receives notice of the breach. This right of termination is in addition to, and not in lieu of, any other remedies RMC may have for breach of this Agreement. It



is understood and agreed that PCIA shall have no obligations hereunder to enforce the terms of this Agreement against persons or entities not a party hereto, and, furthermore, any breach of the terms of the License by such third parties shall not be deemed a breach of this Agreement by PCIA nor impair PCIA's rights hereunder. Notwithstanding the foregoing, to the extent PCIA's willful conduct in violation of this Agreement causes or results in a breach of the License by a third party, such willful conduct shall constitute a breach of the License by PCIA.

c. This Agreement and the License granted hereunder shall terminate and be of no further force and effect with respect to all Services specified in Attachment II hereto if, at any time prior to the initial auction of 2 GHz broadband Personal Communications Services licenses, the Commission elects to use geographic boundaries for such auction that are not based on the Licensed Material, provided that PCIA so notifies RMC within 60 days after the Commission's decision. Within 10 business days after receiving such notification, RMC will refund to PCIA \$250,000.

##### **5. OBLIGATIONS OF RMC**

a. Upon execution of this Agreement, RMC shall provide to PCIA: (i) The 1993 version of RMC's Trading Area System MTA/BTA Diskette, which is an electronic version of the BTA/MTA listings contained in Attachment I hereto, and (ii) twelve (12)

copies of each of the BTA/MTA listings comprising Attachment I hereto and the BTA/MTA Map.

b. Upon execution of this Agreement, RMC shall provide to the Commission two copies of the Licensed Material in hard copy form for use by Licensees in accordance with the terms and conditions of this Agreement.

c. For a period of six (6) months after the date hereof, RMC shall, upon request therefor, make available to individual Licensees additional copies of the Licensed Material (excluding the BTA/MTA Map), which shall include the alterations and enhancements made by the Commission that are summarized in the Second Report and Order, GEN Docket No. 90-314, 8 FCC Rcd 7700 (1993), in hard copy and electronic form, at the fees summarized in Attachment III hereto. RMC shall have no obligation to (i) make any other alterations or enhancements to the Licensed Material that may be made by the Commission or any other Licensee, or (ii) include any alterations or enhancements whatsoever in any version of its Commercial Atlas & Marketing Guide.

#### 6. RESERVATION OF RIGHTS BY RMC

a. RMC reserves its right to alter the Licensed Material or any part thereof in the future. Any modifications to the Licensed Material shall not be included in the Licensed Material under this Agreement, unless the parties agree otherwise in a signed writing.

b. RMC reserves all rights with respect to the Licensed Material not expressly granted herein, including but not limited to rights in respect of use of the Licensed Material or any part thereof for purposes other than those described on Attachment II hereto. The purposes for which the Licensed Material may be used may be expanded (e.g., to provide for use in connection with future Commission proceedings) solely with the prior written authorization of RMC and upon payment of additional compensation to RMC by an appropriate party, in an amount to be negotiated with such party.

#### 7. REPRESENTATIONS AND WARRANTIES OF RMC

a. RMC represents and warrants that (i) it is the owner of the Licensed Material and any and all copyright rights therein, (ii) it has all rights necessary to enter into this Agreement and to grant the License granted herein, and (iii) the Licensed Material constitutes "work made for hire," as such term is defined under the Copyright Act of 1976, as amended.

b. RMC shall indemnify and hold harmless PCIA from and against any losses, damages, liabilities, actions, judgments, settlements, costs and expenses (including reasonable attorneys' fees) arising from any assertion against PCIA that the Licensed Material used within the scope of this Agreement infringes or violates any rights of any third party, provided that: (i) PCIA promptly notifies RMC of any such assertion; (ii) RMC has sole control over the defense of such claim, including any related settlement negotiations; and (iii) PCIA cooperates with RMC in the

defense of such claim (at no cost to PCIA). This indemnity shall not apply to any modification or adaptation of the Licensed Material if use of the Licensed Material alone would not be infringing.

**8. GENERAL**

a. Waiver. The failure or delay by any party to enforce any term of this Agreement shall not be deemed a waiver of such term or of the right to enforce such term in the future. No waiver shall be binding unless in a writing signed by the party making the waiver. RMC's waiver of breach by one Licensee shall not be deemed a waiver of breach by another Licensee.

b. Complete Agreement. This Agreement, including the Attachments hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous communications, representations, understandings or agreements between the parties with respect to the subject matter hereof. It may be modified only in a writing signed by the parties.

c. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this Agreement shall continue in full force and effect notwithstanding such holding.

d. Notices. Notices relating to this Agreement shall be in writing and sent by reliable air courier service, or by registered or certified mail addressed to the parties at the addresses set forth above. Any notice to RMC shall be sent to the

attention of Deborah Lipoff, Esq. Any notice to PCIA shall be sent to the attention of Thomas A. Stroup (with a copy, which shall not constitute notice, to R. Michael Senkowski, Esq., Wiley, Rein & Fielding, 1776 K Street, N.W., Washington, D.C. 20006). The address to which any notice may be given may be changed upon written notice as provided above.


e. CONTROLLING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS, AS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN ILLINOIS.

f. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.


g. Publicity. The parties hereto agree to issue a mutually acceptable press release regarding this Agreement or the License granted hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized representatives.

RAND McNALLY & COMPANY:

By:   
(Signature)  
NAME: Kurt D. Steele  
VP  
TITLE: VP

TELOCATOR

By:   
(Signature)  
NAME: Thomas A. Stroup  
TITLE: President

**ATTACHMENT I**

**BTA/MTA Listings Attached**

## **ATTACHMENT II**

### **Statement of Purposes For Which the Licensed Material May be Used**

The Licensed Material may be used:

(i) In any documents prepared in connection with Services (described below) referred to in proceedings completed or pending before the Commission as of the date of this Agreement that rely on or refer to the Licensed Material. The "Services" shall be limited to: 2 GHz broadband Personal Communications Services ("PCS"), as authorized in GEN Docket 90-314 or any successor proceedings; 900 MHz narrowband PCS, as authorized in GEN Docket No. 90-314 and ET Docket 92-100 or any successor proceedings; 800 MHz wide-area Specialized Mobile Radio Services or Expanded Mobile Service Providers, as authorized in PR Docket No. 93-144 or any successor proceedings; and Local Multipoint Distribution Services, as authorized in CC Docket No. 92-297 or any successor proceedings.

(ii) In any documents or other materials prepared in connection with the licensing, building, marketing and operation of the Services listed in (i) above.



**ATTACHMENT III**  
**SCHEDULE OF FEES FOR ADDITIONAL COPIES OF PRINTED LISTINGS**

Print Listing of Licensed Materials  
MTA/BTA Diskette

\$25/copy \*  
\$25 for first  
copy; \$5 for  
each additional  
copy\*

\* additional charge for Federal Express

LAW OFFICES OF  
WILLIAM J. FRANKLIN,  
CHARTERED

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WASHINGTON, D.C. 20006-3404

(202) 736-2233  
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AND (202) 223-6739

February 25, 1994

Ms. Deborah Lipoff, Esq.  
Assistant General Counsel  
Rand McNally & Company  
8255 North Central Park  
Skokie, IL 60076

Via Telecopy  
708-673-0534

RE: Rand McNally/PCIA License Agreement

Dear Ms. Lipoff:

I am writing on behalf of the Association of Independent Designated Entities ("AIDE") to clarify the intent of the License Agreement which Rand McNally & Company ("RMC") and the Personal Communications Industry Association ("PCIA") executed on February 10, 1994, regarding the use of the MTA and BTA definitions in connection with FCC licensing of Personal Communications Services ("PCS"), 900 MHz SMR licensing, and Local Multipoint Distribution Services. AIDE is a party in the broadband PCS proceeding now pending before the Federal Communications Commission ("FCC") and currently opposes the FCC's adoption of RMC's BTA and MTA definitions for PCS. The purpose of this letter is to determine whether AIDE's objections have been met by the License Agreement.

As a threshold matter, AIDE would like to state its appreciation to RMC and PCIA for negotiating and entering into the License Agreement. Clearly, improving the flow of information regarding developing communications services will help the FCC, members of the communications industry, RMC, and the overall public interest. However, AIDE is concerned that certain ambiguities in the text of the License Agreement limit the utility of the agreement for those purposes.

Specifically, AIDE is concerned that Section 2 of the Agreement appears partially inconsistent with Attachment II thereof. Section 2 of the Agreement grants a non-exclusive license to:

reproduce, create derivative works from, publicly distribute and publicly display the Licensed Material and derivative works created therefrom, provided however that such rights may be exercised solely for the purposes set forth in Attachment II hereto.

However, Attachment II limits the uses of the Licensed Materials under the Agreement to the following:

Ms. Deborah Lipoff, Esq.  
Assistant General Counsel  
February 25, 1994  
Page 2

(i) In any documents prepared in connection with the Services [as defined in Attachment II] referred to in proceedings completed or pending before the Commission as of the date of this Agreement that rely on or refer to the Licensed Material. [Definition of "Services" omitted.]

(ii) In any documents or other materials prepared in connection with the licensing, building, marketing and operation of the Services listed in (i) above.

This language raises several problems:

1. The defining terms of the license, e.g., "document", "prepared in connection with", "licensing, building, marketing, and operation" are all undefined, and thus open to dispute as to the permitted scope of the licensed activities.
2. Section 2 of the License Agreement permits the creation, public display, and public distribution of "derivative works"; Attachment II permits the preparation of "documents". Are those two concepts equivalent, or is Attachment II intended to narrow the scope of permissible activities allowed by Section 2?<sup>1/</sup>
3. While Section 2 of the License Agreement permits the public distribution and display of materials subject to the License Agreement, the Agreement is silent whether those activities may be carried out on a cost-recovery or profit-making basis.

AIDE is concerned that these ambiguities could become defined in such a manner to narrow what AIDE hopes is the intended scope of the License Agreement. The public interest will be best served if the License Agreement is interpreted such that the FCC's market definitions for the various Services defined in the Attachment II may be used as freely as the FCC's public-domain cellular market definitions, provided that each such use is accompanied by the appropriate legend from Section 2(b) of the License Agreement.

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<sup>1/</sup> AIDE recognizes (and does not question) that Attachment II is intended to limit the License Agreement to the specific FCC proceedings and services identified in Attachment II, paragraph (i). The problem raised above is focused on permissible activities within those proceedings and services.

Ms. Deborah Lipoff, Esq.  
Assistant General Counsel  
February 25, 1994  
Page 3

As you know, a substantial portion of the communications industry will use those PCS market definitions adopted by the FCC to advise others of the definitions and their significance in a variety of regulatory and business contexts, many of which are intended to be profit-making. The following examples illustrate these uses:

- A speaker at a paid-attendance seminar or convention (attended by communications attorneys, engineers, consultants, and other interested parties) uses the FCC's rules to develop slides showing the relationship between various BTA and MTA boundaries of the Services which are subject to the License Agreement.
- A communications attorney or engineering firm draws a map showing the FCC's BTA and MTA boundaries as part of materials provided to its clients to inform them of the opportunity to file applications for the Services which are subject to the License Agreement.
- A publisher of Commission rules and other documents prints a listing the FCC's BTA and MTA boundaries for use by communications attorneys, engineers, consultants, and other interested parties for the Services which are subject to the License Agreement.
- A computer service bureau has the Commission's Rules (including the FCC's BTA and MTA definitions) available for on-line use, or publishes them in a CD-ROM form, for use by communications attorneys, engineers, consultants, and other interested parties for the Services which are subject to the License Agreement.
- A computer company develops and markets software or databases which provide various types of information (perhaps using public-domain Census data) for the FCC's BTA and MTA definitions for use by communications attorneys, engineers, consultants, and other interested parties for the Services which are subject to the License Agreement.
- An industry standards-making body or trade association incorporates the FCC's BTA and MTA definitions in statements of industry standards or policies for PCS or another of the Services which is subject to the License Agreement.

AIDE feels that each of these activities (and others analogous thereto) properly constitute the creation and public distribution

Ms. Deborah Lipoff, Esq.  
Assistant General Counsel  
February 25, 1994  
Page 4

or display of derivative works "in connection with" the various FCC services which are subject to the License Agreement.

As you know, the FCC has the issue of whether to continue its application of RMC's BTA and MTA definitions for the PCS market definitions under reconsideration in the PCS proceeding, GEN Docket No. 90-314. Also, the FCC has just issued decisions in the narrowband PCS proceeding (GEN Docket No. 90-314 and ET Docket No. 92-100) and for the pioneers' preferences for broadband PCS, and the period of time has not yet run for filing petitions for reconsideration of those decisions.

AIDE understands that RMC is responsible for the interpretation and enforcement of the License Agreement, and that you are the appropriate contact person within RMC for that purpose. Accordingly, AIDE would like RMC's clarification of the three problems stated on page 2 and its confirmation that each of the uses of the FCC market definitions described on page 3 falls within the scope of the License Agreement. Because of the upcoming FCC deadlines, AIDE will need RMC's substantive response by Friday, March 18, 1994.

Please call if RMC cannot meet this schedule, or if you have any questions with respect to this matter. Otherwise I will expect to receive RMC's response as outlined above.

Yours truly,

  
William J. Franklin

WJF/mtf

cc: Thomas A. Stroup (via telecopy)  
R. Michael Senkowski (via telecopy)

Deborah Lipoff  
Assistant General Counsel

"Our 136th Year"  
March 10, 1994

William J. Franklin, Esq.  
LAW OFFICES OF WILLIAM J. FRANKLIN, CHTD  
1919 Pennsylvania Avenue, N.W.  
Suite 300  
Washington DC 20006

RE: MTA/BTA License Agreement between  
RMC and PCIA ("Agreement")

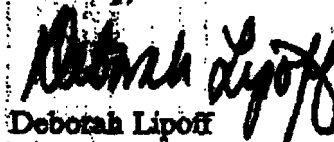
Dear Mr. Franklin:

As you requested, this letter addresses the question of interpretation of the Agreement outlined in your February 25, 1994 letter to me.

As you recognize in your letter, the licenses granted in the Agreement are limited to certain uses in the context of the specific FCC proceedings and services identified therein. However, the Agreement was intended to grant broad rights to potential users and repackagers of Rand McNally's MTA's and BTA's in that context. Accordingly, we agree with your assessment that the specific examples contained in page 3 of your letter are uses permitted under the Agreement, provided that the appropriate copyright legend (as provided in the Agreement) is displayed in connection with such uses. This answer is the same whether the use was carried out on a cost-recovery basis or profit-making basis.

We trust that this letter adequately addresses your questions.

Sincerely,

  
Deborah Lipoff

cc: ~~William J. Franklin~~  
R. Michael Senkowski

**CERTIFICATE OF SERVICE**

I, Andrea Kyle, a secretary in the law firm of William J. Franklin, Chartered, hereby certify that a copy of the foregoing document was mailed via first-class U.S. mail, postage prepaid, this 25th day of July, 1994, to each of the parties listed on the attached Service List.

  
Andrea Kyle

Edward R. Wholl  
Nynex Corporation  
120 Bloomingdale Road  
White Plains, NY 10605

James D. Ellis  
Paula J. Fulks  
Southwestern Bell Corp.  
175 E. Houston, R. 1218  
San Antonio, TX 78205

Scott K. Morris  
McCaw Cellular Comms.  
5400 Carillon Point  
Kirkland, WA 98033

Larry A. Blosser  
Donald J. Elardo  
MCI Telecomms. Corp.  
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Washington, D.C. 20006

Thomas Gutierrez  
Lukas McGowan Nace &  
Gutierrez, Chtd.  
1819 H St., NW  
Washington, D.C. 20006

Philip L. Verveer  
Wilkie Farr & Gallagher  
3 Lafayette Center  
1155 21st St., NW  
Washington, D.C. 20036

James E. Meyers  
Baraff Koerner Olender  
& Hochberg, P.C.  
5335 Wisconsin Ave., NW  
Washington, D.C. 20015

Deborah Lipoff  
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E. Ashton Johnston  
BRYAN CAVE  
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Washington, D.C. 20005

Gary M. Epstein  
Latham & Watkins  
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Washington, D.C. 20004

James P. Tuthill  
Betsy S. Granger  
Pacific Bell/Nevada Bell  
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San Francisco, CA 94105

R. Gerard Salemm  
McCaw Cellular Comms.  
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Gail L. Polivy  
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Kathy L. Shobert  
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Washington, D.C. 20006

Jeffrey S. Bork  
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Washington, D.C. 20036

David Cosson  
National Telephone Co-  
operative Association  
2626 Penna. Ave., NW  
Washington, D.C. 20037

Jeffrey L. Sheldon  
Utilities Telecommuni-  
cations Council  
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Sprint Corporation  
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Chicago, IL 60631

William F. Barfield  
Jim O. Lewellyn  
BellSouth Corporation  
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Sylvia Lesse  
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Leonard J. Kennedy  
Laura H. Phillips  
Dow Lohnes & Albertson  
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John A. Pendergrast  
Blooston, Mordkofsky,  
Jackson & Dickens  
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Washington, D.C. 20037

Michael F. Altschul  
CTIA  
2 Lafayette Center  
1133 21st St., NW  
Washington, D.C. 20036

John Hearne, Chairman  
Point Communications Co.  
100 Wilshire Blvd.  
Suite 1000  
Santa Monica, CA 90401

Michael Killen  
Killen & Associates  
382 Fulton Street  
Palo Alto, Ca 94301

Thomas A. Stroup  
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